



# TILES AND FLOORING WARRANTY

## 1 STATUTORY WARRANTY

### 1.1 Who is responsible?

ABI Interiors Pty Ltd (ABN 22 612 741 385) (ABI Interiors) is responsible for the provision of warranties under this document.

### 1.2 Australian Consumer Law

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

## 2 ABI ADDITIONAL WARRANTY

### 2.1 Additional Warranty

- (a) In addition to the statutory guarantees provided under the Australian Consumer Law, ABI Interiors, as the supplier or manufacturer of the relevant product, offers an additional contractual warranty (**Additional Warranty**) subject to the terms and conditions set out in this clause 2.
- (b) The Additional Warranty is in addition to any statutory rights (including under the Australian Consumer Law) which cannot be excluded, restricted or modified. The Additional Warranty must be read subject to such legislation and nothing in the terms of the Additional Warranty has the effect of excluding, restricting or modifying those rights.

### 2.2 Who may claim under the Additional Warranty?

The Additional Warranty is a contract between ABI Interiors and the person, company or other legal entity who acquires the product:

- (a) from ABI Interiors directly or through approved resellers or distributors; or
- (b) as part of the construction of a new home, for their own consumption or use, and not for resale or resupply (Consumer) and claims under the Additional Warranty cannot be made by anyone other than the Consumer.

### 2.3 Warranty periods

- (a) In addition to the above obligations, and any rights or remedies available to you under law, and subject to clause 2.3(b) and clause 2.3(c), ABI Interiors provides you with, from the date of delivery of the product:
  - (i) a warranty in relation to the structure of the relevant product;
  - (ii) a warranty in relation to the finishes applied to the relevant product;
  - (iii) where the relevant product contains an aerator or cartridge, or in the case of toilets, internal parts,

- a warranty in relation to the aerator, cartridge or internal parts, and
- (iv) where the relevant product contains other parts such as rubber, silicone or plastic: seals, screws, O-rings or other parts; electrical parts; door hinges, handles, locks or latch mechanisms; or contain parts that do not fall into the categories described in clause 2.3(a)(i), clause 2.3(a)(ii), or 2.3(a)(iii), a warranty in relation to those other parts, that the product or the relevant components of the product, are free from defects, for the period specified in Annexure A in relation to that product:
- (v) in the materials used to manufacture the product; or
- (vi) as a result of the workmanship in the creation of the product, (**Additional Warranty**).

- (b) To the extent this Additional Warranty relates to products that have formed a part of a new build which has been handed over to you, this Additional Warranty period for the products commences from the date of purchase of the new.
- (c) This Additional Warranty only applies for 12 months to any product, whether online or in-store, labelled "Clearance" or any other reference to goods being sold at less than their recommended retail price.
- (d) To the extent this Additional Warranty relates to products that are part of ABI Interiors' tile and flooring range, the Additional Warranty will apply in respect of cracking, surface delamination, fading, warping, expansion and contraction to the extent caused by a manufacturing defect.

### 2.4 Additional Warranty application

- (a) This Additional Warranty only applies to:
  - (i) in respect of the "Residential Warranty" timeframes described in Annexure A, to products used under accepted normal residential domestic indoor usage conditions for that product and only extends to defects which have arisen solely from faulty materials or workmanship in the products;
  - (ii) in respect of the "Non-Residential Warranty" timeframes described in Annexure A, to products used under non-residential indoor usage conditions for that product, including but not limited to installation in salons, day spas, public restrooms, hotels, commercial kitchens or communal spaces of residential developments, and only extends to defects which have arisen solely from faulty materials or workmanship in the products;
  - (iii) in respect of the "Outdoor Warranty" timeframes

- described in Annexure A, to products used under accepted normal residential domestic outdoor usage conditions for that product and only extends to defects which have arisen solely from faulty materials or workmanship in the products;
- (iv) to the original Consumer, and is not transferrable if:
- (A) the product is resold; or
- (B) in the case of homes not developed by ABI Interiors or an authorised reseller, but containing ABI Interiors' products, the home is sold, within the Additional Warranty period to a purchaser.
- (b) This Additional Warranty is a parts only warranty, in that the warranty covers only the repair of the defective part or the provision of a spare part to replace the defective part and does not include the removal of the defective part or the installation of the repaired or replaced part.
- (c) Where ABI replaces or repairs a product or part, the Additional Warranty term that applies to that replacement or repair will be the remainder of the product's initial Additional Warranty term.
- ## 2.5 Additional Warranty exclusions
- Subject to any overriding obligation pursuant to the Australian Consumer Law:
- (a) where products are coupled with a product not supplied by ABI Interiors, the Additional Warranty is limited only to the products supplied or manufactured by ABI Interiors; and
- (b) the Additional Warranty will not apply if:
- (i) the Consumer is not able to provide proof of purchase or equivalent documentation which confirms that the relevant product was purchased from ABI Interiors, or an authorised distributor or reseller of ABI Interiors;
- (ii) the Consumer is not able to provide evidence satisfactory to ABI Interiors that the product is defective, and the defect has not been caused by an exclusion to the Additional Warranty set out in this clause 2.5;
- (iii) the Consumer is not able to provide documentary evidence which confirms that the relevant product has been sealed by a licensed trade professional where the product's description requires the product to be sealed when used in a specified area (and the product is installed in such an area), such as wet areas or outdoors;
- (iv) in relation to handmade products or products comprised of natural materials, the proposed fault is a characteristic inherent in the product by virtue of being handmade or comprised of natural materials, including but not limited to inherent variations in colour, shade, veining, texture, grain pattern, uniformity between products, minor pitting or fissuring;
- (v) damage to the relevant product is caused by accident, abuse, misuse, maltreatment, negligent use, improper or unusual installation, installation by anyone other than an accredited and licensed service provider or technician, abnormal stress or strain, unusual physical or environmental conditions, or neglect of any kind of the relevant products;
- (vi) the product has an obvious defect prior to installation and is installed, including but not limited to where the wrong product has been supplied;
- (vii) in respect of timber flooring products, damage, including warping, denting, staining or abrasions, is caused by:
- (A) a failure to let the product acclimatise in the installation room for at least 72 hours prior to installation;
- (B) furniture placed or moved without felt pads underneath the legs;
- (C) castor wheels;
- (D) dropped items;
- (E) sand or stones;
- (F) duct tape, masking tape or other types of industry tapes;
- (G) high heeled shoes,
- (H) pets;
- (I) incorrect sanding;
- (J) water, other liquids or moisture, including leaks, spills, high humidity or use of steam mops or wet and dry vacuum cleaners;
- (K) installation in wet areas;
- (L) failure to properly prepare, clean, dry and level a subfloor or a failure to apply a moisture barrier in the case of high humidity readings;
- (M) direct sunlight exposure through windows or doors;
- (N) proximity to direct heat sources or evaporative cooling systems without adequate protection;
- (O) insect infestation;
- (P) alterations to an installed floor or subfloor;
- in respect of tiles, the products have been installed in a pool or fountain;
- products are not installed by a licensed plumber, electrician, stonemason, tiler or someone otherwise qualified to undertake the work as specified in a product's installation requirements;
- products are not installed in accordance with any relevant national or state standard or regulation, including an applicable Australian Standard;
- damage to the product is a result of structural movement;
- products are not installed in accordance with ABI's online installation guides or any other manufacturer's installation instructions accompanying the products in their packaging;
- the product is installed or used outdoors except where a product has "Outdoor Warranty" timeframes described in Annexure A in relation to it;
- in respect of plumbed products, water pressures exceed stated limitations as per the product installation instructions;
- (A) Note: AS/NZA 3500.1-2003 (Clause 3.3.4) specifies 150kPa minimum and 500kPa maximum water supply pressure at any outlet within a building for new installations;
- (B) Note: The 150KPA minimum and 500kPa maximum water supply pressure doesn't apply to fire service outlets;
- for relevant products, the hot water system delivery temperature at the outlet connected to the relevant product exceeds 55 degrees Celsius;
- for relevant products, isolation stop taps are not fitted as stated on manufacturer's installation instructions accompanying the

- (xvii) products in the packaging;
- (xviii) other devices (e.g. water filters, insinkerator, food waste disposers) are fitted to the outlet of the relevant product that are not contemplated within the product's installation instructions;
- (xix) non-approved parts are fitted in the body of the product or the end of any line water flow regulating devices attaching to the product;
- (xx) repair or replacement works have been undertaken on the relevant product without prior approval by ABI Interiors, or works are undertaken by a non-approved service provider;
- (xxi) the product is used with water additives (e.g. cleaning and deodorising additives);
- (xxii) damage to the relevant product is from scratching due to cleaning, installation or use;
- (xxiii) damage to the relevant product is from fair wear and tear, including but not limited to:
  - (A) working seals in the inlet and outlet valves;
  - (B) abrasions from regular use;
  - (C) discolouration from regular use;
  - (D) fading from light exposure; or
  - (E) fading from salt exposure;
- (xxiv) damage to the relevant product is caused by proximity to salt water;
- (xxv) inappropriate or non-approved connection fittings connect the relevant product to sewer systems;
- (xxvi) modifications are made to the relevant product that are not approved in writing by ABI Interiors;
- (xxvii) damage to the relevant product is as a result of obstructions due to inadequate flushing of system before use, or problems caused by water supply (including silt, thread tape, silicone, copper shavings, corrosion and excess water pressure);
- (xxviii) damage to the relevant product is caused by a failure to regularly clean the product, or where relevant, clean or replace dirty or blocked outlet aerator inserts in tapware and/or shower heads;
- (xxix) service or repairs with non-standard replacement parts are undertaken on the relevant product without ABI Interiors' written approval;
- (xxx) flow regulators in tapware or showers, or regulated check valves in hand showers are removed or not installed;
- (xxxi) damage to finishes on the relevant product is caused by adhesives, sealants or abrasive or harsh cleaners;
- (xxxii) damage to finishes on the relevant product arises from installation or in connection with installation;
- (xxxiii) damage to the relevant product is caused by abuse of the product as determined by an authorised service provider or ABI Interiors;
- (xxxiv) the manufacturers' care and maintenance instructions in relation to the relevant product are not observed;
- (xxxv) damage to products is caused by harsh detergents or abrasive cleaners;
- (xxxvi) in respect of plumbed products, hot and cold water pressures are unequal;
- (xxxvii) for dwellings using tank water, an inline water filter is not

- (xxxviii) installed between the tank and the dwelling;
- (xxxviii) where mixers or tapware fail and leak water, the water supply is not immediately shut off at the isolation cocks and/or is turned back on before all service work is complete;
- (xxxix) any other failure to comply with installation, usage, cleaning requirements or procedures occurs in relation to the relevant product, except to the extent that the Consumer can demonstrate that at the time of purchase the product was faulty or defective and that at that time the Consumer was not aware of such fault or defect;
- (xl) in the case of claims where a ceramic cartridge is included in the products, the product has malfunctioned due to the presence in the water supply of:
  - (A) copper tube pieces;
  - (B) sand, dirt or stones;
  - (C) thread tape, or
  - (D) other objects not normally presented in potable water supplies;
- (xli) a bathroom in which the product is installed fails to meet relevant Australian Standards, including but not limited to the waterproofing standard AS 3740-1994, only to the extent that damage caused by a faulty product would not have occurred had the relevant standard been met.

## 2.6 Consumer's responsibilities

On receiving delivery of the product, it is the Consumer's responsibility to ensure:

- (a) the product is not damaged prior to installation;
- (b) the ;
- (c) the product has all its components included in the packaging;
- (d) the product is cleaned, used and installed in accordance with all applicable care guides, installation instructions, laws and standards and product descriptions, and
- (e) a suitably qualified tradesperson performs installation and required and appropriate maintenance .

## 2.7 Warranty claims

- (a) If a Consumer makes a valid claim under the Additional Warranty and none of the exclusions set out in clause 2.5 apply, ABI Interiors will, at its discretion:
  - (i) repair the relevant part of the product; or
  - (ii) replace the relevant part of the product with a product of identical specification, or where the product is superseded or no longer in stock, with a product of as close a specification as possible, free of charge.
- (b) Products presented for repair may be replaced by refurbished products of the same type rather than being repaired. Refurbished parts may be used to repair the products.

## 2.8 Possible service fee

- (a) To the extent permitted by law, and subject to your rights under the Australian Consumer Law, ABI Interiors will not

be liable for any costs associated with:

- (i) the removal of any faulty product or part from any connection, fitting or otherwise, or
  - (ii) the installation of any replacement product or part.
- (b) ABI Interiors will not be liable for any claims for labour, additional products or parts associated with an alleged faulty product for repair work not approved in advance by ABI Interiors in writing. ABI Interiors requires adequate access to products fittings and fixtures to undertake warranty repairs. ABI Interiors will not be responsible for any damage or costs (including consequential damage or costs) where adequate access to product fittings and fixtures is not accessible.
- (c) Should any warranty claim be made and attended to by ABI Interiors or ABI Interiors' authorised service provider, and in the opinion of ABI Interiors or the service provider, the problem was from:
- (i) faulty installation;
  - (ii) use of the products in conjunction with products of another manufacturer; or
  - (iii) damage caused subject to the Additional Warranty exclusions set out in clause 2.5,
- ABI Interiors reserves the right to charge a service fee for each service provider or ABI staff attending the premises where products have been installed.

## 2.9 Consequential loss

To the extent permitted by law, and subject to your rights under the Australian Consumer Law, ABI Interiors will not be liable to the Consumer for any loss, damage, injuries, actions, claims, costs or expenses arising out of the use of or reliance on the product, including but not limited to any loss or damage to furniture, floor coverings, walls, fixtures or any other reasonably foreseeable consequential loss of any kind caused by any defect in the product or their components. Consequential loss also covers any indirect loss, loss of use, loss of profits, funding or revenue, loss of reputation or goodwill, business interruption, increased operating costs or expenses, any special or indirect loss, and exemplary or punitive damages.

## 2.10 Amendments to Additional Warranty

As part of our commitment to continuous improvement, ABI Interiors reserves the right to make changes to its products at any time including the right to amend, change, or edit the terms of this Additional Warranty.

# 3 WHAT TO DO IF A FAULT IS IDENTIFIED?

## 3.1 Identification of fault

As soon as a Consumer becomes aware that a fault exists in the product the Consumer should:

- (a) refrain from installing the product, where the product is not yet installed;
- (b) immediately cease using the product, where the product is installed or otherwise in use;; and
- (c) contact ABI Interiors via one of the following:  
Delivery address:  
ABI Interiors Pty Ltd  
45 City Link Drive  
Carrara, QLD 4211  
Email address:  
aftersales@abi-international.com.au  
Phone: (07) 55 202 775  
Within 30 days of discovering the fault.

## 3.2

### How to make a claim?

Consumers may make a claim under this document by filling out a Warranty Enquiry Form on ABI Interiors' website, or by contacting ABI Interiors by email or post at the relevant address listed above and providing:

- (a) name and model of the product;
- (b) a photo and description of the fault in question;
- (c) handover documentation for new homes (if applicable); and
- (d) proof of installation by a licensed tradesperson (if applicable) and / or proof of purchase;

## 3.3

### Process

- (a) If the product has not been installed, the product can be returned with proof of purchase to the address listed above.
- (b) If the cost of returning any defective parts or products is unreasonable, please contact ABI Interiors using the telephone number listed above so that, if appropriate, ABI Interiors can arrange a collection.

ANNEXURE A

PRODUCT CATEGORY	RESIDENTIAL WARRANTY (TERM IN YEARS)				NON-RESIDENTIAL WARRANTY (TERM IN YEARS)				OUTDOOR WARRANTY (TERM IN YEARS)			
	Structure	Finish			Structure	Finish			Structure	Finish		
TILES												
Tiles - Wall - Ceramic	25	25			10	10			0	0		
Tiles - Wall - Ceramic - Sealed	25	25			10	10			25	25		
Tiles - Wall, Floor - Porcelain	25	25			10	10			25	25		
Tiles - Wall - Clay	25	25			10	10			0	0		
Tiles - Wall - Clay - Sealed	25	25			10	10			25	25		
Tiles - Wall, Floor - Natural Stone - Sealed	10	10			5	5			10	10		
Tiles - Wall - Natural Stone - Sealed	10	10			5	5			10	10		
Tiles - Wall - Natural Stone	10	10			5	5			0	0		
Flooring Covering - Floor - Timber - UV lacquer Coat	10	10			2	2			N/A	N/A		